

OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Legislative Assembly of Goa, Daman and Diu

Legislature Department

Notification

LA/A/7/399/72

The following Bill which was introduced in the Legislative Assembly of Goa, Daman and Diu on 27th March, 1972 is hereby published for general information in pursuance of the provisions of Rule 127 of the Rules of Procedure and Conduct of Business of Legislative Assembly.

THE GOA, DAMAN AND DIU SUPPLEMENTARY APPROPRIATION BILL, 1972

(Bill No. 1 of 1972)

A BILL to authorise payment and appropriation of certain sums from and out of the Consolidated Fund of the Union territory of Goa, Daman and Diu for the services and purposes of the financial year 1971-72.

BE it enacted by the Legislative Assembly of Goa, Daman and Diu in the Twenty Third Year of the Republic of India as follows:—

1. **Short title.**—This Act may be called the Goa, Daman and Diu Supplementary Appropriation Act, 1972.

2. **Issue of Rs. 1,81,94,700 out of the Consolidated Fund of the Union territory of Goa, Daman and Diu for the financial year 1971-72.**—From and out of the Consolidated Fund of the Union territory of Goa, Daman and Diu there may be paid and applied sums not exceeding those specified in column 3 of the Schedule amounting in the aggregate to the sum one crore, eighty one lakhs, ninety four thousand and seven hundred rupees towards defraying the several charges which will come in course of payment during the financial year 1971-72 in respect of the services and purposes specified in column 2 of the Schedule.

3. **Appropriation.**—The sums authorised to be paid and applied from and out of the Consolidated Fund of the Union territory of Goa, Daman and Diu, by this Act shall be appropriated for the services and purposes expressed in the Schedule in relation to the said year.

THE SCHEDULE (See Sections 2 & 3)

No. of Vote	Services and purposes	Sums not exceeding		
		Voted by Assembly	Charged on the Consolidated Fund of the Union territory of Goa, Daman and Diu	Total
1	2	3		
		Rs.	Rs.	Rs.
—	Interest on Debt and Other Obligations ...	—	14,91,000	14,91,000
12.	Police ...	1,00,000	—	1,00,000
14.	Scientific and Education ...	33,23,000	—	33,23,000
17.	Cooperation and Community Development ...	1,68,400	—	1,68,400
18.	Industries and Labour ...	38,400	—	38,400
19.	Miscellaneous, Social and Development Organisations ...	100	—	100
23.	Pensions and Other Retirement Benefits ...	1,23,000	—	1,23,000
25.	Miscellaneous (including Miscellaneous Compensations and Assignments) ...	100	—	100
26.	Capital Outlay on Improvement of Public Health ...	46,00,000	—	46,00,000
28.	Capital Outlay on Industrial and Economic Development ...	16,99,700	—	16,99,700
29.	Capital Outlay on Irrigation and Electricity Schemes ...	66,51,000	—	66,51,000
	Grand Total ...	1,67,03,700	14,91,000	1,81,94,700

Financial memorandum

Provision is made in the Bill to appropriate for certain services and purposes expressed in the Schedule during the financial year ending 31st March, 1972, a sum of Rs. 1,81,94,700 over and above the amounts granted for those services for the financial year 1971-72. The amount mentioned above consists of Rs. 52,44,000 on Revenue Account and Rs. 1,29,50,700 on Capital Account. This also includes amounts to be reimbursed to the Contingency Fund of this Union territory towards advances made from that Fund.

Statement of objects and reasons

This Bill is introduced in pursuance of section 29(1) of the Government of Union Territories Act, 1963, to provide for the Supplementary Appropriation out of the Consolidated Fund of the Union territory of Goa, Daman and Diu of the moneys required to meet the amounts required on certain services during the financial year, 1971-72 in excess of the amounts granted for those services.

Panaji, DAYANAND B. BANDODKAR
27th March, 1972. Chief Minister

Assembly Hall, B. M. MASURKAR
Panaji, Secretary to the Legislative
28th March, 1972. Assembly of Goa, Daman and Diu

Local Self Government Department

Notification

3-126-71-LSG

In exercise of the powers conferred by sub-section (1) of section 306 read with sub-section (3) of section 145 and proviso to section 161 of the Goa, Daman and Diu Municipalities Act, 1968 (7 of 1969) and all other powers enabling him in that behalf, the Lt. Governor of Goa, Daman and Diu hereby makes, after previous publication, the following Rules, namely —

1. **Short title and Commencement.** — (1) These rules may be called the Goa, Daman and Diu Municipalities (Discount and Interest in respect of Municipal Dues) Rules, 1971.

(2) They shall come into force at once.

2. **Definitions.** — In these rules, unless the context otherwise requires, —

(a) "Act" means the Goa, Daman and Diu Municipalities Act, 1968 (7 of 1969).

(b) "Form" means the form appended to these rules; and

(c) "Section" means a section of the Act.

3. **Manner and prescribed period for obtaining discount for prompt payment of Municipal Dues.** — (1) Every bill or copy of the bill presented in accordance with sub-section (1) of section 145 shall include a note in Form I.

(2) Where the bill is paid within fifteen days from the date of the presentation thereof, the Chief Officer, shall deduct the amount of discount from the bill and issue a receipt showing the gross amount, the discount and the net amount of the bill paid;

Provided that, no discount shall be paid on any amount in the bill due by way of arrears and for which a bill had been issued earlier.

(3) Whenever any discount is paid a note thereof shall be taken on the back side of Office copy of

the bill showing number and the date of receipt passed on to a person. A note shall also be taken in the Municipal Accounts against the relevant original credit entry and other records in which the money received are entered in detail.

(4) In case of a bill issued during the period commencing on 19th November 1970 and ending on the date of coming into force of these rules which was paid within 15 days of the date of the presentation thereof but in respect of which no discount was paid, the tax payer may apply, for such discount and the Chief Officer on due verification of the claim, may either pay the discount in cash or adjust the same as advance collection of taxes due for the next year, according to the instruction of the claimant.

4. **Remission of Interest where sum due is Re. 1 or less.** — Where the amount of interest due from any person for any period under section 166 is one rupee or less, the Chief Officer may, on an application by such person, remit the whole of the interest payable by him.

FORM I

(See rule 3)

If this bill is paid within 15 days from the date of presentation thereof, the discount of rupees _____ paise _____ (rupees * _____ and paise only) under the provision of sub-section (3) of section 145 shall be paid by the Council.

Chief Officer,

The Municipal Council

*Figures to be inserted in words.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. S. Bhatnagar, Secretary (Revenue).

Panaji, 6th March, 1972.

Development Department 'A'

Notification

CDB/VPT/774/71

In exercise of the powers conferred by clause (r) of sub-section (2) of Section 65 of the Goa, Daman and Diu Village Panchayats Regulation 1962 as amended from time to time, the Lt. Governor of Goa, Daman and Diu, hereby makes the following rules namely: —

1. **Short title.** — These rules may be called the Goa, Daman and Diu Village Panchayats (Cattle Pounds) Rules 1972.

2. **Definitions.** — Unless the context otherwise requires: —

(a) "form" means a form appended to these rules;

(b) "Pound-keeper" means a person appointed under Section 75.

(c) "Regulation" means the Goa, Daman and Diu Village Panchayats Regulation, 1962.

(d) "Section" means a section of the Regulation.

(e) "Village Panchayat" means a Panchayat established under section 3.

3. Register of Seizures. — (1) The pound-keeper shall maintain a register of cattle brought to a pound showing correctly in such register: —

(a) the number and description of cattle.

(b) the day and hour on and at which they were so brought.

(c) the name and residence of the seizure.

(d) the name and residence of the owner, if known, and shall give the seizure or his agent a copy of the entry.

4. Other registers and returns. — (1) The pound-keeper shall maintain an account of cattle pound receipts and expenditure in Form 'A'.

(2) The pound-keeper shall also maintain such other registers and furnish such returns as may from time to time by notification in the Official Gazette, be prescribed.

5. Taking charge of and feeding cattle. — The pound-keeper shall take charge of the cattle brought to the pound and feed and water them as and when necessary till they are delivered over to the owner under section 78 or sold under sub-section (1) of Section 79.

6. Levy of pound fees and charging of other expenses. — (1) The pound-keeper shall exhibit a list of pound fees and expenses chargeable under section 80 in a conspicuous part of the pound and of the village in which the pound is situated.

(2) A receipt for payment of the pound fee and expenses chargeable under section 80 shall be given by the pound-keeper. Every pound-keeper shall be given a receipt-book in such form as may be determined by the Panchayat, with pages numbered in consecutive order, sealed and signed by the Chairman of the Village Panchayat and containing a foil and counterfoil of blank receipts.

7. Procedure if cattle not claimed within ten days. — If within ten days after any cattle has been impounded, no person appearing to be the owner of such cattle offers to pay the pound fee and expenses chargeable under section 80, the pound-keeper shall report the fact to the Sarpanch indicating therein:—

(a) Register number and name of the person who seized the cattle and date and hour when impounded.

(b) Description of cattle.

(c) Pound fees.

(d) Amount of expenses chargeable under section 80 and incurred by the pound-keeper for feeding the cattle.

8. Maintenance of account of advances. — Every pound-keeper shall be given by the Panchayat an advance not exceeding rupees twenty five to meet expenses chargeable under sub-section (2) of section 80 for impounded cattle. The pound-keeper shall keep an account of such advance in a register in Form 'B'. Such advances shall be adjusted yearly. When a pound-keeper hands over charge of his

office to a successor, he and his successor shall jointly report to the Sarpanch about their having respectively delivered over and received charge of the money received as an advance.

9. Remittance of pound fees. — All pound fees collected by the pound-keeper shall be retained by him in his custody and when these amounts to or exceed Rs. 15/- (Rupees fifteen) he shall remit the same to the Secretary with a duplicate memorandum in Form 'C' showing the amount so remitted. On 31st March of each year, the pound-keeper shall, with a similar memorandum, remit to the Secretary the balance in hand. The Secretary after crediting the amount received shall return one copy of the memorandum duly receipted to the cattle pound-keeper and retain the duplicate as a copy of the receipt.

10. Notice of auction sale. — The Sarpanch, on receipt of a report from the pound-keeper made under rule 7 that no person appearing to be the owner of the impounded cattle has offered to pay the pound fee and expenses chargeable under section 80 within ten days after it was impounded, shall cause a notice in Form 'D' to be affixed in the office of the Panchayat and at a conspicuous part of the pound and also a conspicuous place in the village in which the pound is situated, stating: —

(a) the number and description of the cattle.

(b) the place where it was seized.

(c) the place where it was impounded.

(d) the date, time and place of the auction sale to be held and the conditions subject to which it shall be held.

The Sarpanch shall also cause proclamation of the same to be made by beat of drum in the village.

11. Holding of auction and disposed of sale proceeds. — The auction sale shall be held on the date and at the time and place specified in the notice under rule 10. The pound fee and the expenses chargeable under section 80 shall be deducted from the proceeds of the sale and the surplus amount shall be disposed of according to Section 79.

12. Auction sale when not to be held. — If at any time before the auction sale begins, the person appearing to be owner of the cattle, pays to the Sarpanch the pound fees and expenses chargeable under section 80 in respect of such cattle, the auction sale shall not be held and the cattle shall be delivered over to him.

13. Register of cattle received for auction. — The Secretary shall keep a register in Form 'E' of cases of the cattle received by the Sarpanch for holding auction under sub-section (1) of Section 79.

14. Inspection of register and accounts. — The Sarpanch shall inspect the registers and the accounts maintained by the pound-keeper and shall also check balance with him at least once in every three months and shall sign in token of such inspection.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

T. Kipgen, Development Commissioner.

Panaji, 20th March, 1972.

FORM 'A'
(See Rule 4(1))

The Account of Cattle pound receipts and expenditure of ... for the year 19 ...

Date		Details	Amount	Date		Details	Amount
Day	Month			Day	Month		
1	2	3	4	5	6	7	8
		Pound fee on account of cattle registered number.				(By payment to self on account of expenses chargeable under section 80(2) of cattle registered number).	
		Expenses chargeable under section 80(2) of cattle registered number.				On repayment of advance (as the case may be).	
		Balance				Balance	

Note: — (1) All collections made in the shape of pound fees and expenses chargeable under section 80(2) shall be carefully entered by the pound-keeper every day in this register as the transactions occur.

(2) The pound-keeper will be held personally responsible for omissions or mistakes in the accounts.

FORM 'B'

(See rule 3)

Form of Register of Advances

Date		Details	Amount	Date		Details	Amount
Day	Month			Day	Month		
1	2	3	4	5	6	7	8
		The amount of advance received this day from Pan-chayat... under its order No ... dated ...				(By amount paid on account of expenses chargeable under section 80(2) of cattle registered Nos).	
		Balance				Balance	
		The amount received from Shri... (on account of expenses chargeable under section 80(2) of cattle Registered No.)				By amount paid on account of expenses chargeable under section 80(2) of cattle Registered Nos.	
						Balance	

FORM 'C'

(See Rule 9)

Form of Remittance Report to be made
by the Pound-keeper

Date	Registered No.	Amount of pound fee

Signature of Pound-Keeper

N. B. — This report should be prepared in duplicate. The Secretary should return one copy endorsing on it the receipt of the amount and should retain the other copy in his office for record.

FORM 'D'

(See Rule 10)

Notice is hereby given that cattle described below and seized at ... have been sent on ... to the cattle pound of the village of ... taluka ... and that they have been detained there for a period exceeding ten days. Any person having a claim to the aforesaid cattle is hereby required to appear before the Pound-keeper of the said village to establish his claim and get his cattle released on payment of pound fees and expenses chargeable in respect of the said cattle under section 80(2). In the event of failure of any such person to appear and claim the said cattle within seven days next after the date of this notice, the cattle will be sold by public auction and the pound fees and other expenses shall be deducted from the sale proceeds, and the surplus amount, if any, shall be disposed of according to section 79.

Description of Cattle.

Sarpanch

..... Village

FORM «E»
(See Rule 13)

Register of cases of cattle received by the Sarpanch for auction under section 79

Sr. No.	Name of pound from which received	Register No. of the cattle pound, name of the person who seized, the place where they were seized, the date and hour when they were impounded	Description of cattle					Date of issuing notice under rule 10	Signature or marks of the person receiving cattle after establishing his claim	Name of the purchaser and his signature in token of his having received the cattle	Date of sale and amount of sale proceeds	At what rate and for what period excess is paid to the pound-keeper on account of feeding charges etc. and signature of recipient	Amount of pound fee	Surplus sale proceeds to be refunded to the owner
			Kind	Age	Value	Height	Special marks and colour							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Notification

CDB/VPT/499/69-71

In exercise of the powers conferred by clause (K) of Sub-section (2) of Section 65 of the Goa, Daman and Diu Village Panchayats Regulations 1962, the Lt. Governor of Goa, Daman and Diu, hereby makes the following rules so as to amend the Goa, Daman and Diu Village Panchayats (Accounts and Audit and Custody of Funds) Rules 1963, namely —

1. **Short title and commencement.** — These rules may be called the Goa, Daman and Diu Village Panchayats (Accounts and Audit and Custody of Funds-Third Amendment) Rules, 1972.

(2) They shall come into force at once.

2. **Amendment of Rule 2.** — In clause (b) of Rule 2 of the Goa, Daman and Diu Village Panchayats (Accounts and Audit and Custody of Funds) Rules 1963, the words "with prior permission of the Government" shall be deleted.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

T. Kipgen, Development Commissioner.
Panaji, 27th March, 1972.

Development Department 'B'

Notification

F-18-5-71-GHB

The Regulations made by the Goa, Daman and Diu Housing Board under Sections 67(4) and 129 of the Goa, Daman and Diu Housing Board Act, 1968 (Act No. 12 of 1968) for grant of loans to co-operative societies for construction of houses and sanctioned by Government vide letter No. F-18-5-71-GHB dated 18-2-1971 are published hereunder for general information.

Carmo de Noronha, Chairman.
Panaji, 21st February, 1972.

Goa, Daman and Diu Housing Board

Regulations for grant of loans to Co-operative Societies for construction of Houses

1. **Short title extent and application.** — (i) These regulations may be called the Goa, Daman and Diu Housing Board (grant of loans to Co-operative Societies for construction of houses) Regulations, 1971.

(ii) They shall extent to the whole of the Union Territory of the Goa, Daman and Diu.

(iii) They shall come into force with immediate effect.

2. **Definitions.** — In these regulations, unless there is anything repugnant to the subject or context: —

(a) 'Act' means the Goa, Daman and Diu Housing Board Act, 1968; (12 of 1968)

(b) 'Buildings' means tenements and premises or part of a building which can be used independently for residential non-residential or commercial purposes;

(c) 'Board' means, the Goa, Daman and Diu Housing Board;

(d) 'Society' means a Co-operative Housing Society registered or deemed to be registered under law relating to Co-operative Societies for the time being in force in the Union Territory of Goa, Daman and Diu.

(e) 'Form' means a form appended to these regulations;

(f) The words and expressions used but not defined in these regulations shall have the same meaning assigned to them in the Act.

3. The Board shall, subject to the provisions of these Regulations and availability of funds from time to time, have the power to grant loans to any society subject to the conditions that no such loan shall be granted except for the purpose of construction of Residential buildings.

Provided however that where a new residential building for the construction of which loan is granted also comprises of shops, godowns, halls and garages no such loan or any part thereof shall be granted for

the construction of such shops, godowns, halls and garages.

4. Subject to other provisions in these regulations no loan applications shall be considered unless the applicant societies have purchased vacant land to commence construction work.

5. However loan applications from Societies which have purchased land with construction thereof may be entertained as special case in the following cases: —

(i) If a Society has purchased newly constructed buildings, its loan application will be considered provided the date of completion certificate issued by the competent authority in respect of the building falls within a period of two years preceeding the date of application for loan.

(ii) If a Society has purchased land with the plinth or partly constructed building, the application for loan will be considered, provided, in the opinion of the Board such structure is durable and suitable to form the part of the building proposed to be constructed by the Society.

6. Loans will be advanced against the property with a clear and marketable title. However, loans may be advanced for redeeming prior mortgagees provided the Society and the prior mortgagees agree to reconvey the property and execute a first legal mortgage in favour of the Board free from any encumbrances of even a second charge. But these Societies who will obtain short term loan, for the purpose of completion of construction work immediately from a Co-operative or Nationalised Bank, can be permitted to create a second charge on the property mortgaged with the Board if considered necessary subject to the following conditions:

(i) The period of short term accommodation should not be more than one year and should be considered from the date of the loan sanctioned by the Board whichever is earlier.

(ii) The temporary financial accommodation obtained should not exceed the limit of the loan sanctioned by the Board.

(iii) The temporary financial accommodation obtained by the Societies should be repaid by the Board directly to the creditor from the sanctioned loan as and when released as per condition No. 27.

7. Loans will be granted to those societies only, whose members are earning and having income commensurate with the repaying capacity for the loan. In case of joint members, the income of one of the joint members only will be taken into consideration for assessing the eligibility for loan, except where the joint members are husband and wife in which case their combined income will be taken into consideration provided it is salaried income and supported by proper certificates.

If the loan applied for a member whose annual income is Rs. 6000/- or less the Society may certify the income of such member by a resolution of its Managing Committee stating therein that the committee has satisfied itself about the income of the member. If the amount of loan applied for a member whose annual income exceeds Rs. 6,000/- the Society will have to produce either a duly certified copy of the assessment order or a duly certified copy of the

return submitted to the Income Tax Authorities. In case of a member who is employed, the society should produce a certificate issued by his employer certifying the salary and the allowances paid to the member. In case of a member having income from agriculture, the Society will have to produce certificate from the Revenue Authority not below the rank of a Mamlatdar having jurisdiction over the area where the lands are situated.

8. No loans will be granted to any Society for a member whose total income exceeds Rs. 18,000/- per annum.

9. The maximum amount of loan that may be advanced by the Board in respect of any flat or tenement in a tenant co-partnership type of society or building or a house in a tenant ownership type of society shall not exceed 40 months income of the said member or Rs. 25,000/- maximum subject to conditions stipulated hereunder.

In case of Societies from Panaji, Margao, Sambaji and Mapusa the amount of loan sanctioned shall not exceed 60% of the aggregate value of the land and building to be mortgaged to the Board. In case of societies from other places the maximum amount of loan shall not exceed 75% of the aggregate value of the land and building to be mortgaged.

10. No loan will be advanced to any Society for its members if the cost of construction of his flat or tenement or a building exceeds Rs. 40,000/-.

11. The Board may subject to the provisions of Goa, Daman and Diu Housing Board Rules 1969, sanction to any Society loans not exceeding rupees 15 lakhs.

12. The applicant Society shall collect from its members in advance the amount equal to the difference of the cost of the concerned scheme and the amount of loan sanctioned and invest the same in land and building.

13. The applicant Society shall have to apply for the loan in prescribed Form 'T' with estimates and site plans (each in triplicate) duly prepared by qualified architects/engineers and sanctioned by the Municipality or any other prescribed authority having jurisdiction over the area where the lands are situated. The Society shall also have to submit with application the statement of the income of its borrowing members and a resolution of the Managing Committee certifying that the members for whom loan has been applied, have been residing in the Union Territory of Goa, Daman and Diu for a continuous period of ten years preceeding the date of application for loan.

14. Notwithstanding anything contained in these regulations, the Board shall have full authority to reject any application for loan without assigning any reason. Communication of acceptance of Society's application for loan and/or of the sanction of a loan thereto shall not create any obligation or contract on the part of the Board to advance any loan, the Board exercising absolute discretion to advance loan.

15. Valuation of the property to be mortgaged shall be made by an authority by the Board.

16. All legal costs, Architects fees and other charges, incidental to the mortgage specified by the Board from to time shall be borne by the Society irrespective of whether the loan is ultimately paid or not for any reason whatsoever.

17. A sum of Rs. 1,500/- shall have to be deposited in advance to meet valuation and other charges which will not carry any interest.

18. The land and the buildings proposed to be constructed or constructed thereon shall be mortgaged to the Board as security for the repayment of loan with interest due thereon and the Board shall have the first charge on the property during the currency of the loan.

19. The form of the Mortgage Bond shall be as in form II.

20. No further instalment will be granted to a borrowing Society in the event of the Board not receiving the Mortgage Deed back from the Sub-Registrar of property within a period of 18 months from the date of registration or within a period of 18 months from the date of execution of the Mortgage Deed whichever is later. This will be without prejudice to the rights of the Board to recover the loan granted to borrowing Society under the Mortgage.

21. The period for repayment of loan will not exceed 20 years in any event.

22. The rate of interest to be charged on each loan will be fixed by the Board at the time of the sanction of each loan. Penal interest of additional 1/2% will be charged on the overdue instalment for the overdue period.

23. The loan shall be repaid with interest thereon by Quarterly Equated Instalments. A grace period of 3 days will be allowed during which no interest will be charged and action may be taken for default of payment. First instalment of repayment shall start from the quarter following the scheduled date of completion.

24. A rebate of 1/2% will be granted to the borrowing Society if the repayment of instalments of the principal amount and interest are punctual during the full year.

25. Applicant Societies will be required to amend their By-laws concerning the object clause and to mention the plot on which the Society desires to construct the houses.

26. The amount of sanctioned loan will be disbursed in instalments as under:

1) 30% of the amount of sanctioned loan as first instalment after the Society has collected from its members and invested full 40% of the amount of the cost of concerned scheme in the land and construction thereon.

2) 60% of the amount of sanctioned loan in as many instalments as the number of floors of buildings subject to condition that amount of each instalment should not exceed 75% of actual investment.

3) 10% as final instalment after the building is completed and the completion certificate issued by the Municipal Authorities is produced.

27. Borrowing Societies desirous of repaying the balance of loan earlier than the stipulated time may do so by giving three months clear notice of the same to the Board.

28. Transaction shall ordinarily be completed within a period of three months from the date of intimation of sanction of the loan amount, and entire loan amount shall be drawn and utilised within such period as may be considered reasonable by the Board for completion of the entire construction work by the borrowing Society.

29. In the event of the transaction not being completed within three months, the borrowing Society shall pay interest at 1½% payable on the amount of loan sanctioned, till the transaction is completed. Thereafter the interest shall be at the rate at which the amount of loan is actually advanced. This condition will also apply in the event of full amount of the sanctioned loan being not drawn and utilised within the stipulated time in the completion of construction work.

30. The mortgaged property shall be insured only through the agency of the Board for the amount of its present and future value above the plinth in the joint names of the Board and the borrowing society with an Insurance Company to be named by the Board against the risk of fire, and if required by the Board against the risks of riots and civil commotion and against the earthquake damage including the fire damage caused thereby throughout the period, the mortgage is in force. Insurance premium shall be paid to the Insurer through the Board.

31. All Municipal taxes, charges, bills etc., as also other charges in respect of property shall be paid regularly by the borrowing Society.

32. If for any reason the Board is of the opinion that the Security originally furnished for the loan borrowed from it has become inadequate or is about to become inadequate, the Board shall be competent to call upon the debtor Society to furnish additional security to Board's satisfaction within a specified time.

33. Failure to comply with the notice under Section 33 shall entitle the Board to recall the loan at once, notwithstanding the original terms on which the loan was advanced.

34. The Board shall be competent to inspect all the records of the debtor Society including the Minutes of all Meetings and its property or make such inquiries, regarding the financial position of the debtor Society as and when deemed necessary. The Board shall inspect the mortgaged property at least once a year.

35. The Board shall have the power to recall the loan with interest upto the date of payment in the event of:

1) The loan granted for the specific purpose being misapplied and/or

2) The suppression of particulars of submission of incorrect particulars by borrowing Society.

3) If the borrowing Society refuses or fails to pay the loan with interest upto the date of payment within the time specified in the notice issued for the purpose, such loan may be recovered as arrears of land revenue.

36. During the continuance of the mortgage, the borrowing Society shall not add to, alter or amend any of the Bye-laws, Rules and Regulations without the Board's previous consent in writing, and also will not admit and/or enroll any new members without the Board's previous consent in writing and shall also not effect any transfers of plots, flats and/or shares to new members without the Board's previous consent, in writing.

37. The Borrowing Society shall collect either Standard or Economic rent from all the tenant members, who shall occupy the tenement. Such rent shall be got approved from the Board before possession of the tenement is given to any tenant member.

38. No advance or further advance, as the case may be, will be made out of the sanctioned loan, in case it is observed that the borrowing Society has revised its original plans and estimates and proceeded with the construction work, without informing and obtaining approval in writing of the Board to the said revised plans and estimates and also of the local Authority, sanctioning the said plan.

39. No borrower Society or its members shall be permitted to transfer, assign or otherwise deal with flat or tenement or a bungalow therein to any persons except with the prior permission in writing of the Board, which permission may be granted only in circumstances such as death, retirement, transfer of service or dire and uneconomic conditions of the member concerned.

40. If a member intends to sub-let or give on leave and license basis either the whole or part of the tenement, the offer should be made with prior intimation to the Board.

FORM I

Application for the grant of loan to Co-operative Housing Societies

To

The Chairman,
The Goa, Daman and Diu Housing Board,
Panaji-Goa.

Sir,

We ... hereby apply for the grant of a loan from the Goa, Daman and Diu Housing Board, for constructing building/ buildings comprising of residential tenements/shops/godowns and garages.

2. We enclose herein a copy of the Resolution duly certified to be true by the Chairman and passed by the Managing Committee at their Meeting held on ... to raise a loan from your Board (Appendix «A»).

3. The required information is given in the accompanying statements, and marked as Appendices «B» to «M».

We have read the Regulation for grant of loans to Co-operative Societies for construction of houses and accept the same as binding on us.

Yours faithfully,

For ... Co-operative Housing Societies

CHAIRMAN.

1. Name of the Society:
2. Full Address:
3. (1) Registration No. and date of registration (True copy of the Registration certificate attached and marked as Appendix «B»).
4. Nature of the Society (whether Tenant Ownership Tenant Co-partnership, Mixed).
5. Number of members on the Register as at the date of the application.
(A list with particulars of each member regarding occupation, address etc. attached and marked as Appendix «C»).
6. Number of members for whom loan is required (Particulars of the members requiring loan are given in Appendix «D»).
7. Number of tenements, shops, garages, godowns, etc. proposed to be constructed by the Society.

Residential tenements ...
shops ...
garages ...
godowns ...
Community Hall or any
other amenities if any ...

8. Particulars of the Land
 - a) Locality and Name of the Street.
 - b) Tenure (whether freehold or lease hold)
 - c) Plot No. and Sub-Plot No. (if any)
 - d) Survey No.
 - e) Area.

Square meters.

If free hold

- f) Date of purchase
- g) Price paid
- h) Rate per Sq. (True copy of conveyance Deed attached and marked as Appendix «E»).

If lease hold

- i) Name of the Lessors.
- j) Rate per sq. m.
- k) Ground Rent payable (Annual or monthly).
- l) Premium paid (if any)
- m) Period of the lease.
- n) Date of commencement of the lease. (True copy of Lease Deed attached and marked as Appendix «E»).
9. Name of the Solicitors or Advocate acting for the Society in purchase of the land.
10. Name of the Architect, Engineer or Consulting Surveyor entrusted to prepare building plans and estimates.

11. a) Whether the plans (site plans, building plans) and specifications have been duly approved by proper authorities such as Municipal authorities or any other local authorities. (A copy of site plans building plans detailed estimates attached and marked as Appendix F. G. & H.).
- b) If approved, under what number and Date, (True copy of letter of approval attached and marked as Appendix «I»).
- c) Whether the Society has obtained the commencement Certificate?
(True copy of the commencement certificate attached and marked as Appendix «J»).

Particulars of the whole scheme

12. a) Estimated cost of building/ buildings.
- b) Total number of buildings comprised in the Scheme.
- c) How many buildings are to be constructed in the first instance.
- d) No. of floors and floor area.
- e) No. of tenements on each floor.
- f) Total number of tenements proposed to be constructed.
- g) Type of Tenements. (How many rooms in each tenement).
- h) Total carpet area of each tenement.
- i) No. of garages proposed to be constructed.
- j) No. of shops and godowns (if any).
- k) Estimated cost of construction:
- Cost per tenement.
 - Cost per garage.
 - Cost per shop.
- l) Total costs of construction.
- m) Cost of Flat/Bungalow including cost of land.
13. Amount spent till date (if any).
- In purchase of land or premium paid if plot is lease hold.
 - On construction of tenements.
14. Total cost of the proposed Scheme item No. 8(g) or 8(l) plus item No. 12(k).
15. (a) The amount collected from the members so far.
- (b) The percentage of the amount collected from the member in respect to the total Scheme stated as 14 above.
(The balance-Sheet and/or Income and expenditure account and copy of Annual Report if any attached and marked as (Appendix «K»).
16. Amount of loan required.
17. Percentage of total cost for which the loan is required.
18. Whether the applicant Society's bye-laws permit raising of this loan and at the rate of interest 7%.

((A copy of Bye-laws attached and marked as Appendix «L»).

19. Period for which the loan is required.
- Did the promoters and prospective members including promoters deposit all moneys (including moneys received on account of contribution etc.).
20. a) Is the property affected by any alignment laid down by the Government or by any Public authority for roads or improvement?
- Are there any betterment charges levied by local authorities? If so please state the amount.

We hereby declare and warrant that the above statements are true and complete and that this application and declarations shall be the basis of the contract between ... Co-operative Housing Society Ltd. and the Goa, Daman and Diu Housing Board, if the same is accepted by the said Board with such modifications as the said Board may make.

We hereby undertake that if at any time hereafter it is found that we have furnished wrong, incorrect and/or misleading particulars and/or information, the Goa, Daman and Diu Housing Board shall be at liberty to terminate the contract and recall the loan and/or the Balance thereof remaining outstanding at the cost of the said ... Co-operative Housing Society Ltd. notwithstanding anything contained in the Deed of Mortgage to be executed between ... Co-operative Housing Society Ltd. and the Goa, Daman and Diu Housing Board, Panaji-Goa.

Dated at ... on ... day of ... 19 ..

For ... Co-operative Housing Societies.

Chairman

Note: All the copies of the papers and documents to be furnished with this application have to be certified and signed by the members of the Managing Committee of the Society applying for the loan as may be provided in the Bye-laws of the said Housing Society and should bear the Seal of the said Society.

Copies and papers and documents required to be attached to the loan application by the borrowing society and are to be marked as appendices 'A' to 'M'

- Appendix 'A'—True copy of the Managing Committee's Resolution which may have the authority to raise loan from the Goa, Daman and Diu Housing Board.
- Appendix 'B'—True copy of Restriction Certificate.
- Appendix 'C'—List giving particulars of each member regarding occupation, domicile, annual income and address.
- Appendix 'D'—Particulars of the members requiring loan in the prescribed proforma (attached).
- Appendix 'E'—True copy of the Conveyance Deed (if the land is purchased outright) or True copy of the Lease Deed. (If the land is leased).
- Appendix 'F'—A copy of approved site plans.
- Appendix 'G'—A copy of approved building plans.
- Appendix 'H'—A copy of the detailed estimates with detail specifications.
- Appendix 'H-1'—A copy of the estimate for each Block or Flat or Bungalow including the cost of land and showing the carpet area of each such Block or Flat.
- Appendix 'I'—True copy of the letter received from the Local authorities approving the site plans, building plans etc.

11. Appendix 'J' — True copy of the Commencement Certificate received from the Local authorities.
12. Appendix 'K' — The Balance-Sheet and/or Income and Expenditure Account and a copy of the Annual Report, if any.
13. Appendix 'L' — A certified copy of the Bye-laws.
14. Appendix 'M' — Certified copies of the Domicile certificate of each member of the applicant Society and also of the income certificate of each member issued by the Income Tax or Revenue Authorities as the case may be.

FORM II

This indenture is made this ... day of ... 197 ... between the ... Society registered under No. ... dated ... in the office of the Registrar of Co-operative Societies, Panaji, represented in this agreement by Shri ... son of Shri ... years of age, Chairman of the aforesaid Society, hereinafter referred to as «the Borrower» (which expression shall unless excluded by or repugnant to the context include their successors and assigns) of the one part, and the The Goa, Daman and Diu Housing Board, a statutory body constituted by the Goa, Goa, Daman and Diu Housing Board Act 1968, represented in this agreement by Shri ..., son of Shri ... years of age, Chairman of the aforesaid Board, hereinafter called the Board (which expression shall unless excluded by or repugnant to the context include his successors and assigns) of the other part.

Whereas the Borrower is seized/owner and possessed of or otherwise well and sufficiently entitled to the land, hereditaments and premises described in the schedule hereunder written free from all encumbrances.

And whereas the Borrower intends to construct a building/make improvement on the said property (hereinafter called the said premises) and has applied to the Board for a loan of Rs. ... (Rupees ...) only for the purpose of enabling the Borrower to so construct/improve the said house.

And whereas the Board has sanctioned loan of Rs. ... Rupees only) to the Borrower subject to the terms and conditions contained in the Regulations for the grant of loans to Co-operative Societies for construction of houses (hereinafter referred to as «the Rules», a copy whereof is hereto annexed and which shall form part of this Indenture) and also those mentioned hereinafter.

And whereas the Board has agreed to advance the said loan to the Borrower on his agreeing to the repayment of the said loan with interest and to execute a mortgage of the premises in favour of the Board.

Now this Indenture witnesseth as follows:—

1. The Board will advance the amount of the loan of Rs. ... in instalments at the time and in the manner following:

- a) Rs. ... (Rupees ... only) as first instalment after the Society has collected from its members and invested full 40% of the amount of the cost of concerned scheme in the land and construction thereon.
- b) Rs. ... (Rupees ... only) in as many instalments as the number of floors of buildings subject to condition that amount of each instalments should not exceed 75% of actual investment.
- c) Rs. ... (Rupees ... only) as final instalment after the building is completed and either completion certificate or occupation certificate issued by the Municipal Authorities is produced.

2. In consideration of the premises, the Borrower covenants with Board to repay to the Board the full amount of the said loan of Rs. ... together with interest thereon in 80 (eighty) quarterly equated instalments. The repayment of the loan in the manner aforesaid shall commence from the quarter following the scheduled date of completion of the building/buildings provided always that in the event of borrower committing a breach of any of the terms and conditions herein contained, the Board shall without prejudice to any other remedy available to it hereunder or under the regulation for the grant of loan as well as in law be entitled to recover from the Borrower interest on the said loan or the balance as then may be due at the rate of interest per annum being the normal rate of interest payable by the Borrower to the Board in respect of the said loan.

3. The Borrower shall pay interest at the rate of ... per annum provided always that if on the day on which the payment of interest ought to be made, the Borrower having complied with his/her/their obligations hereunder other than those relating to the payment of the full amount of the said loan shall pay interest to the Board on the said loan, or part thereof remaining due and payable at the rate of ... per annum the Board shall accept such payment in satisfaction of payment of interest at the rate herein before mentioned.

4. If the Borrower shall make default in punctual payment of the instalments either of the principal or interest or if the Borrower shall become insolvent or if the Borrower shall fail to observe or perform any of the terms conditions and stipulations herein contained or in the rules hereto annexed and on his part to be observed and performed then and in any such case the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Board with interest thereon at the rate of ... per annum calculated from the date (s) of the payment by the Board of the respective instalments.

5. In further pursuance of the said agreement and for the consideration aforesaid and to secure repayment of the said loan and interest as shall at any time or times be due to the Board under the terms of these presents, the borrowers doth hereby grant, convey transfer unto the Board all that piece or parcel of land or ground and buildings together with messuages, tenements or dwelling houses thereafter to be erected thereon situated at... and more particularly described in the said schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown as surrounded by ... boundary line (hereinafter referred to as «the premises» with all rights, easements and appurtenances thereon belonging TO HOLD the said premises unto and to the use of the Board absolutely forever free from all encumbrances SUBJECT NEWERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS and it is hereby agreed and declared that if the borrower shall pay to the Board the said principal sum and interest hereby secured in the manner herein provided and also other moneys, if any, by those presents payable by the borrower to the Board, then the Board at any time thereafter upon the request and at the cost of the borrower reconvey the said premises unto and to the use of the borrower or as he may direct.

6. If there shall be any breach by the borrower of any of the covenants and stipulations herein contained and on his part to be observed and performed or if the borrower shall become insolvent or go into liquidation before the mortgage debt shall have been fully paid off or if the mortgage debt becomes payable to Board forthwith hereunder then and in any of such cases it shall be lawful for the Board to sell the said premises or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss or diminution which may be occasioned thereby and for the purposes aforesaid to execute and to do all such assurances and things for effectuating any such sale as the Board shall think fit and the aforesaid power shall be deemed to be a power to sell the said mortgaged premises in default of payment of the mortgage debt without the intervention of the court within the meaning of section 69 of the Transfer of Property Act, 1882 and It is hereby agreed and declared that the receipt of the Board for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the applications or being answerable for any loss or misapplication thereof and it is hereby further declared that the Board shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the Borrower.

7. For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for the performance of the covenants herein contained the borrower hereby hypothecates all the building materials and articles purchased by the Borrower for the construction/improvement of the said house and any other building materials and articles which may hereafter be purchased by the Borrower for the construction thereof to the intent that all such building materials and articles shall remain and form additional security for the repayment to the Board of the mortgage

8. The Borrower hereby covenants with the Board as follows:—

f) The Borrower shall permit any person or persons authorised by the Board to inspect the building under construction/improvement as also the building materials and stock.

h) The Borrower shall from time to time and at all time during the continuance of these presents keep the said mortgaged premises and every part thereof in a good and substantial state of repair and working order and shall pay all revenue, ground rent, rates, taxes and assessment present as well as future and all dues, duties and outgoings whatsoever payable in respect of the same immediately they shall become due and payable and in case the Borrower neglects to keep the said mortgaged premises or any part thereof in good and substantial repair and working order or to pay the revenue, ground rent, rates taxes and assessments, dues, duties and outgoings as aforeaid, then and in any such case it shall be lawful for but not obligatory upon the Board to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue, ground rent, taxes, and assessments, dues, duties and outgoing and all moneys costs, charges and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments, dues duties and outgoings shall be a charge upon the said mortgaged premises jointly with all principal moneys and interests hereby secured as if they had formed a part thereof.

10. And it is hereby agreed and declared that the Board shall have the fullest liberty without affecting the security herein to postpone for any time and from time to time any of the powers exercisable by it against the Borrower either under these presents or otherwise and either to enforce or forbear any of the terms and conditions herein contained.

2) ...

The proforma of the statement to be submitted by the borrowing society giving information regarding each member for whom the loan has been applied for

[illegible]

Applicable only to the tenant ownership type of the Society

The proforma of the statement to be submitted by the borrowing society giving information regarding each member for whom the loan has been applied for

1	No.
2	Name of the Member
3	Age
4	Occupation
5	Annual income (to be accompanied by certified copy of certificate issued by the Income Tax or Revenue Authority)
6	Share capital invested by him/her in the Society
7	Carpet area of the Flat Bungalow
8	No. of the Plot allotted to him/her
9	Price of the plot allotted to him/her
10	Cost of development of the plot, if any
11	Amount paid by him/her towards the purchase price of the plot so far
12	Balance (if any) when and how payable to the Society
13	Estimated cost of the building to be constructed on the plot excluding the cost of the plot
14	Amount paid so far by him/her towards construction of the tenement (if any)
15	Total of columns 11 & 14
16	Total of columns 9, 10 & 13
17	Amount loan required by him/her
18	Remarks